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CONSENT DECREE
for
Sharkey Landfill
Superfund Site

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

----- X
UNITED STATES OF AMERICA,

Plaintiff,

v.

CDMG REALTY CO., a
limited partnership,
HELEN E. RINGLIEB,
individually, and as general
partner in CDMG REALTY CO.,
HMAT ASSOCIATES, INC.,
TOWNSHIP OF PARSIPPANY-TROY HILLS,
ALLIED-SIGNAL, INC.,
BEAZER MATERIALS & SERVICES, INC.,
CIBA-GEIGY CORPORATION,
HOECHST CELANESE CORP.,
OCCIDENTAL CHEMICAL CORP.,
PFIZER, INC.,
CARL GULICK, INC.,

Defendants.
----- X

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION,

Plaintiff,

v.

CIBA-GEIGY CORPORATION, INC.;
CURTISS-WRIGHT CORPORATION;
HOECHST-CELANESE CORPORATION;
KETCHAM AND MC DOUGALL, INC.;
PFIZER, INC.; OCCIDENTAL
CHEMICAL CORPORATION;
KOPPERS COMPANY, INC.;
SHARKEY FARMS, INC.;
NICHOLAS ENTERPRISES INC.;
PARKER CHEMICAL COMPANY;
CHEMICAL WASTE
MANAGEMENT, INC.,

Defendants.

CIVIL ACTION NOS.
89-4246 (NHP) and
89-4281 (DRD)

Hon. Nicholas H. Politan
U.S. District Court Judge

Hon. Ronald J. Hedges
U.S. Magistrate Judge

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CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9607, 9613. The United States' complaint is hereby deemed amended also to request relief pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

B. The State of New Jersey (the "State") also filed a complaint in this matter pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, and N.J.S.A. 13:1D-9, N.J.S.A. 13:1E-3, N.J.S.A. 58:10(a), N.J.S.A. 58:10.

C. The United States and the State seek in this consolidated action, inter alia: (1) reimbursement of costs (including interest) incurred by Plaintiffs for response actions at the Sharkey Landfill Superfund Site ("Site") in Morris County, New Jersey; (2) declaratory judgment as to the liability of named defendants for the contamination at the Site; and (3) design, implementation, operation, and maintenance of a remedy at the Site, including monitoring programs.

D. On July 31, 1991, certain defendants in this action filed a third-party complaint against numerous third-party defendants. This third-party action was styled Beazer Materials & Services, Inc. et al v. Adron, Inc. et al. Certain defendants

in this action are also joining, simultaneously with the lodging of this Consent Decree, additional third-party defendants. Some of the third-party defendants named in this third-party complaint and joinder are defendants who are also settling under this Consent Decree.

E. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree. The State has participated in such negotiations.

F. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Federal natural resource trustee(s) of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Consent Decree. The State natural resource trustee has also been made aware of the negotiations.

G. The Defendants that have signed this Consent Decree do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints.

H. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40

C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 175;

I. In response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, the State, pursuant to a cooperative agreement with EPA, commenced in or about September, 1984, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. Part 300.430.

J. The State completed a Remedial Investigation ("RI") Report and a Feasibility Study ("FS") Report in or about August, 1986.

K. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on August 13, 1986, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

L. The decision by EPA on the remedial action to be implemented at the Site is embodied in a final Record of Decision ("ROD"), executed on September 29, 1986. The State had a reasonable opportunity to review and comment on the ROD and concurred with the decisions embodied in the ROD. The ROD also includes a responsiveness summary that sets out the responses to

public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA. An Explanation of Significant Differences ("ESD"), was also issued in accordance with Section 300.435 of the NCP and Section 117(c) of CERCLA. The ESD explains changes made to the remedy selected in the ROD and the reasons for such changes.

M. The United States, the State and Defendants desire to settle this matter. The settlement will be structured with two different general groups of defendants, denoted the Settling Defendants (Owner-Settling Defendants and Non-Owner Settling Defendants) and the De Minimis Settling Defendants.

N. Based on the information now available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by the Settling Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

O. Solely for the purposes of Section 113(j) of CERCLA, the Remedial Action selected by the ROD, as explained and clarified in the ESD, and the Work to be performed by the Settling Defendants at the Site, as set forth in Appendix B to this Consent Decree, shall constitute a response action taken or ordered by the President.

P. EPA has determined that the requirements of Section 122 (g) of CERCLA, 42 U.S.C. Section 9622(g), are satisfied with respect to the De Minimis settlement as follows:

1. The settlement with the De Minimis Settling Defendants embodied in this Consent Decree is practicable and in the public interest.

2. This settlement involves only a minor portion of the response costs at the Facility with respect to each De Minimis Settling Defendant herein.

3. Information currently known to EPA and the State indicates that the total amount of hazardous substances contributed to the Facility by each De Minimis Settling Defendant herein is minimal in comparison to the amount of hazardous substances contributed to the Facility.

4. Information currently known to EPA and the State indicates that the toxic or other hazardous effects of the hazardous substances contributed to the Facility by each De Minimis Settling Defendant herein are minimal in comparison to other hazardous substances at the Facility.

Q. The Parties recognize, and the Court finds, that this Consent Decree has been negotiated by the Parties in good faith; that the implementation of this Consent Decree will expedite the cleanup of the Site and will obviate the need for prolonged and complicated litigation between the Plaintiffs and the Defendants; and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Defendants. Solely for the purposes of this Consent Decree and the underlying complaints, Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and the State and upon Defendants and their successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

3. Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendants or their contractors shall

provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Decree and any appendix, this Decree shall control.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Defendants" shall mean the Owner-Settling Defendants, the Non-Owner Settling Defendants, and the De Minimis Settling Defendants.

"De Minimis Settling Defendants" shall mean those Defendants listed in Appendix E.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"ESD" shall mean the Explanation of Significant Differences issued on October 4, 1993 which explains and clarifies the ROD. See Appendix "A" to this Consent Decree.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State incur in reviewing or developing plans, reports and other items pursuant to this Consent Decree, monitoring the Work, or otherwise implementing, supervising, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VII, VIII, X (including, but not limited to, attorneys fees and the amount of just

compensation), XVI, and Paragraph 89 of Section XXIII. Future Response Costs shall also include all costs, including direct and indirect costs, paid by the United States and the State in connection with the Site after the dates set forth in the definition of Past Response Costs and the effective date of this Consent Decree and all interest on the Past Response Costs after the dates set forth in the definition of Past Response Costs to the date of payment of Past Response Costs.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including, but not limited to, any amendments thereto.

"NJDEPE" shall mean the New Jersey Department of Environmental Protection and Energy and any successor departments or agencies of the State.

"Non-Owner Settling Defendants" shall mean those Settling Defendants listed in Appendix D.

"Operation and Maintenance" or "O & M" shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work ("SOW").

"Owner Settling Defendants" shall mean the Settling Defendants listed in Appendix F.

"PTH STP" shall mean the Parsippany-Troy Hills sewage treatment plant located immediately adjacent to the South Fill at the Site. Except as otherwise provided in this Consent Decree, ESD, or SOW, the Parties do not intend this Consent Decree to interfere with the ordinary and necessary handling and management of materials by the PTH STP on its site nor do they intend this Consent Decree to interfere with the ordinary and necessary shipment of materials off-site that are generated by the normal operations of the PTH STP.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

"Parties" shall mean the United States, the State of New Jersey, the Settling Defendants (Owner Settling Defendants and Non-Owner Settling Defendants) and the De Minimis Settling Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs and interest that: (a) EPA incurred and paid with regard to the Site through February 28, 1993; (b) the Department of Justice incurred and paid with regard to the Site through April 30, 1993; and (c) the State incurred and paid with regard to the Site through June 25, 1993.

"Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations set forth in the ROD, as explained and clarified by the ESD, and contained in the SOW.

"Plaintiffs" shall mean the United States and the State of New Jersey.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Sharkey Farms Landfill Superfund Site signed on September 29, 1986, by the Regional Administrator, EPA Region II, attached in Appendix "A" and all attachments thereto.

"Remedial Action" shall mean those activities, except for Operation and Maintenance, to be undertaken by the Settling Defendants to implement the final plans and specifications submitted by the Settling Defendants pursuant to the Remedial Design Work Plan and approved by EPA.

"Remedial Action Work Plan" shall mean the document submitted by the Settling Defendants pursuant to Paragraph 12.a of this Consent Decree and described more fully in Paragraph 12.b.

"Remedial Design" shall mean those activities to be undertaken by the Settling Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document submitted by the Settling Defendants pursuant to Paragraph 11.a of this Consent Decree and described more fully in Paragraph 11.b.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean those Defendants identified in Appendices D (Non-owner Settling Defendants), and F (Owner Settling Defendants).

"Site" shall mean the Sharkey Farms Landfill Superfund site, encompassing approximately 90 acres of irregularly shaped, disconnected areas, located at Parsippany-Troy Hill and East Hanover in Morris County, New Jersey, also known as Block 765, Lots 81, 88 and 89; Block 768, Lots 1, 2 and 3; Block 769, Lot 1; Block 770, Lot 7 and Block 771, Lot 1 in Parsippany-Troy Hills Township and Block 5, Lots 1 and 2 in East Hanover Township, County of Morris, State of New Jersey, and depicted generally on the map attached as Appendix C.

"State" shall mean the State of New Jersey.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance at the Site, as set forth in Appendix B to this Consent Decree and any modifications made in accordance with this Consent Decree. The Statement of Work is incorporated into and is enforceable under this Consent Decree.

"Supervising Contractor" shall mean the principal contractor retained by the Settling Defendants to supervise and direct the implementation of the Work under this Consent Decree.

"United States" shall mean the United States of America.

"U.S. Future Response Costs Other than U.S. Supervisory Costs" shall mean all direct and indirect costs, including but not limited to payroll costs, contractor costs, travel costs, and laboratory costs, within the definition of Future Response Costs incurred by the United States, other than U.S. Supervisory Costs. U.S. Future Response Costs Other than U.S. Supervisory Costs shall include all costs, including direct and indirect costs, paid by the United States after the dates set forth in the definition of Past Response Costs and the effective date of this Consent Decree and all interest on the Past Response Costs after the dates set forth in the definition of Past Response Costs to the date of payment of Past Response Costs. U.S. Future Response Costs shall also include any costs incurred by the United States in performing any obligations, pursuant to Section VII, Section VIII, Paragraph 28 of Section X, Paragraph 39 of Section XII, last sentence of Paragraph 49 of Section XVI, and Paragraph 89 of Section XXIII of this Consent Decree, any costs incurred by the United States for enforcement of this Consent Decree, and any other costs incurred by the United States related to this Consent Decree other than U.S. Supervisory Costs.

"U.S. Supervisory Costs" means the direct and indirect costs, within the definition of Future Response Costs, incurred by the United States for review, inspection, analysis, monitoring, and supervision of the performance of the Work by Settling Defendants required under the terms of this Consent

Decree, including but not limited to payroll, travel, contractor and laboratory costs incurred for this purpose.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material" under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10, et seq.

"Work" shall mean all activities Settling Defendants are required to perform under this Consent Decree, including attainment of Performance Standards, except those required by Section XXVIII (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties

The objectives of the Parties in entering into this Consent Decree are to protect public health and welfare and the environment at the Site by the design and implementation of response actions at the Site by the Settling Defendants, to resolve the liabilities of the De Minimis Settling Defendants, and to reimburse response costs of the Plaintiffs.

6. Commitments by Settling Defendants

a. Settling Defendants shall finance and perform the Work in accordance with this Consent Decree and all plans, standards, specifications, and schedules set forth in or developed and approved by EPA pursuant to this Consent Decree.

Settling Defendants shall also reimburse the United States and the State for Past Response Costs and Future Response Costs as provided in this Consent Decree.

b. The obligations of Settling Defendants to finance and perform the Work and to pay amounts owed the United States and the State under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Defendants to implement the requirements of this Consent Decree, the remaining Settling Defendants shall complete all such requirements.

c. The Owner Settling Defendants and the Non-Owner Settling Defendants agree between themselves to perform portions of the Work as set forth in Appendix G. The Plaintiffs are not a party to that agreement. Notwithstanding anything in Appendix G, all the Settling Defendants shall remain jointly and severally liable for performance of all the Work required by this Consent Decree and for payment of all amounts owed to the United States and the State pursuant to this Consent Decree. Appendix G shall not affect in any manner any obligation of the Settling Defendants to the Plaintiffs under this Consent Decree, including the obligation to perform all Work in accord with schedules established pursuant to this Consent Decree.

7. Compliance With Applicable Law

All activities undertaken by Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and

regulations. Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all Federal and State environmental laws as set forth in the ROD, the ESD, and the SOW. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits

a. As provided in Section 121(e) of CERCLA and Part 300.5 of the NCP, no permit shall be required for any portion of the Work conducted entirely on-Site. For purposes of Section 121(e) of CERCLA, on-Site shall include those portions of the Rockaway and Whippany Rivers in which Work is performed. Where any portion of the Work requires a federal or state permit or approval, Settling Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Defendants may seek relief under the provisions of Section XIX (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

9. Notice of Obligations to Successors-in-Title

a. Within fifteen (15) days after the entry of this Consent Decree, the Owner Settling Defendants shall record a certified copy of this Consent Decree with the Recorder's Office or the Registry of Deeds or other appropriate office, County of Morris, State of New Jersey. Thereafter, each deed, title, or other instrument conveying an interest in the property included in the Site shall contain a notice stating that the property is subject to this Consent Decree and any lien retained by the United States, and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property under this Consent Decree.

b. The obligations of each Owner Settling Defendant with respect to the provision of access under Section X (Access) shall be binding upon any and all such Owner Settling Defendants and any and all persons who subsequently acquire any interest in the Site or portion thereof (hereinafter "Successors-in-Title"). Within fifteen (15) days after the entry of this Consent Decree, each Owner Settling Defendant shall record at the Recorder's Office or Registry of Deeds or other appropriate office where land ownership and transfer records are maintained for the property, a notice of obligation to provide access under Section X (Access) and related covenants. Each subsequent instrument conveying an interest to any such property included in the Site shall reference the recorded location of such notice and covenants applicable to the property.

c. Any Owner Settling Defendants and any Successor-in-Title shall, at least thirty (30) days prior to the conveyance of any such interest, give written notice of this Consent Decree to the grantee and written notice to EPA and the State of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree was given to the grantee. In the event of any such conveyance, the Settling Defendants' obligations under this Consent Decree, including their obligations to provide or secure access pursuant to Section X, shall continue to be met by the Settling Defendants. In addition, if the United States and the State approve, the grantee may perform some or all of the Work under this Consent Decree. In no event shall the conveyance of an interest in property that includes, or is a portion of, the Site release or otherwise affect the liability of the Settling Defendants to comply with the Consent Decree.

VI. PERFORMANCE OF THE WORK BY SETTTLING DEFENDANTS

10. Selection of Supervising Contractor.

a. All aspects of the Work to be performed by Settling Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Additional Response Actions), VIII (U.S. EPA Periodic Review), and IX (Quality Assurance, Sampling and Data Analysis) of this Consent Decree shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA, after a reasonable opportunity for review and comment by the State. By

means of submitting a Site Management Plan within ninety (90) days after the lodging of this Consent Decree, Settling Defendants shall notify EPA and the State in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. EPA will issue a notice of disapproval or an authorization to proceed. If at any time thereafter, Settling Defendants propose to change a Supervising Contractor, Settling Defendants shall give such notice to EPA and the State and must obtain an authorization to proceed from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

b. If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Defendants in writing. Settling Defendants shall submit to EPA and the State a list of contractors, including the qualifications of each contractor, that would be acceptable to them within thirty (30) days of receipt of EPA's disapproval of the contractor previously proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Settling Defendants may select any contractor from that list that is not disapproved and shall notify EPA and the State of the name of the contractor selected within twenty-one (21) days of EPA's authorization to proceed.

c. If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Settling Defendants from meeting one or more deadlines in a plan approved by the EPA pursuant to this Consent Decree, Settling Defendants may seek relief under the provisions of Section XIX (Force Majeure) hereof.

11. Remedial Design.

a. Within sixty (60) days after EPA's issuance of an authorization to proceed pursuant to Paragraph 10, Settling Defendants shall submit to EPA and the State a work plan for the design of the Remedial Action at the Site ("Remedial Design Work Plan"). The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, as explained and clarified by the ESD, in accordance with the SOW and, upon its approval by EPA, shall be incorporated into and become enforceable under this Consent Decree. Within sixty (60) days after EPA's issuance of an authorization to proceed, the Settling Defendants shall submit to EPA and the State a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. Part 1910.120.

b. The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design tasks identified in the SOW, including, but not limited to, plans and schedules for the completion of the

following items: (1) design sampling and analysis plan (including, but not limited to, a Remedial Design Quality Assurance Project Plan (RD QAPP) in accordance with Section IX (Quality Assurance, Sampling and Data Analysis)); (2) a treatability study; (3) a Pre-design Work Plan; (4) a preliminary design submittal; (5) an intermediate design submittal; (6) a pre-final/final design submittal; and (7) a Construction Quality Assurance Plan. In addition, the Remedial Design Work Plan shall include a schedule for completion of the Remedial Action Work Plan.

c. Upon approval of the Remedial Design Work Plan by EPA, after a reasonable opportunity for review and comment by the State, and submittal of the Health and Safety Plan for all field activities to EPA and the State, Settling Defendants shall implement the Remedial Design Work Plan. The Settling Defendants shall submit to EPA and the State all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule for review and approval pursuant to Section XII (Submissions Requiring Agency Approval). Unless otherwise directed by EPA, Settling Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plan.

d. The preliminary design submittal shall include, at a minimum, the following: (1) design criteria; (2) results of treatability studies; (3) results of additional field sampling and pre-design work; (4) project delivery strategy; (5)

preliminary plans, drawings and sketches; (6) required specifications in outline form; and (7) preliminary construction schedule.

e. The intermediate design submittal, if required by EPA or if independently submitted by the Settling Defendants, shall be a continuation and expansion of the preliminary design. Any value engineering proposals must be identified and evaluated during this review.

f. The pre-final/final design submittal shall include, at a minimum, the following: (1) final plans and specifications; (2) Operation and Maintenance Plan; (3) Construction Quality Assurance Project Plan (CQAPP); (4) Field Sampling Plan (directed at measuring progress towards meeting Performance Standards); and (5) Contingency Plan. The CQAPP, which shall detail the approach to quality assurance during construction activities at the site, shall specify a quality assurance official ("QA Official"), independent of the Construction Contractor, to conduct a quality assurance program during the construction phase of the project. In the event the Settling Defendants select a Design Contractor that is the Construction Contractor, the CQAPP shall specify a QA Official independent of the Design Contractor.

12. Remedial Action.

a. Within ninety (90) days after the approval of the final design submittal, Settling Defendants shall submit to EPA and the State, a work plan for the performance of the Remedial Action at the Site ("Remedial Action Work Plan"). The Remedial

Action Work Plan shall provide for construction of the remedy, in accordance with the SOW, as set forth in the design plans and specifications in the approved final design submittal. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Consent Decree. At the same time as they submit the Remedial Action Work Plan, Settling Defendants shall submit to EPA and the State a Health and Safety Plan for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. Part 1910.120.

b. The Remedial Action Work Plan shall include, but not be limited to, the following: (1) the schedule for completion of the Remedial Action; (2) method for selection of the contractor; (3) schedule for developing and submitting other required Remedial Action plans; (4) methodology for implementation of the Construction Quality Assurance Plan; (5) a groundwater monitoring plan; (6) methods for satisfying permitting requirements; (7) methodology for implementation of the Operation and Maintenance Plan; (8) methodology for implementation of the Contingency Plan; (9) tentative formulation of the Remedial Action team; (10) construction quality control plan; and (11) procedures and plans for the decontamination of equipment and the disposal of contaminated materials. The Remedial Action Work Plan also shall include a schedule for

implementation of all Remedial Action tasks identified in the final design submittal and shall identify the initial formulation of the Settling Defendants' Remedial Action Project Team (including, but not limited to, the Supervising Contractor).

c. Upon approval of the Remedial Action Work Plan by EPA, after a reasonable opportunity for review and comment by the State, Settling Defendants shall implement the activities required under the Remedial Action Work Plan. The Settling Defendants shall submit to EPA and the State all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XII (Submissions Requiring Agency Approval). Unless otherwise directed by EPA, Settling Defendants shall not commence physical on-site activities at the Site prior to approval of the Remedial Action Work Plan.

13. The Work performed by the Settling Defendants pursuant to this Consent Decree shall include the obligation to achieve the Performance Standards.

14. Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards. Settling Defendants' compliance with the work requirements shall not foreclose

Plaintiffs from seeking compliance with all terms and conditions of this Consent Decree, including, but not limited to, the applicable Performance Standards.

15. Settling Defendants shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-State waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

a. The Settling Defendants shall include in the written notification the following information, where available:

- (1) the name and location of the facility to which the Waste Material Materials are to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Settling Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by the Settling Defendants following the award of the contract for Remedial Action construction. The Settling

Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Defendants shall simultaneously submit three (3) copies of all such plans, reports and data to the State.

35. All reports and other documents submitted by Settling Defendants to EPA (other than the monthly progress reports referred to above) which purport to document Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Defendants.

XII. SUBMISSIONS REQUIRING AGENCY APPROVAL

36. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Defendants modify the submission; or (e) any combination of the above.

37. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 36(a), (b), or (c), Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XX (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the

event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 36(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XXI.

38. a. Upon receipt of a notice of disapproval pursuant to Paragraph 36(d), Settling Defendants shall, within fourteen (14) days or such other time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XXI, shall accrue during the fourteen (14) day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraph 39.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 36(d), Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Defendants of any liability for stipulated penalties under Section XXI (Stipulated Penalties).

39. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to amend or develop the plan, report or other item. Settling Defendants shall implement any such plan, report, or

item as amended or developed by EPA, subject only to their right to invoke the procedures set forth in Section XX (Dispute Resolution).

40. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Defendants invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XX (Dispute Resolution) and Section XXI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XXI.

41. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XIII. PROJECT COORDINATORS

42. Within ninety (90) days of lodging this Consent Decree, Settling Defendants will notify EPA and the State, in writing, of

the name, address, and telephone number of their Supervisory Contractor. Within ninety (90) days of the lodging of this Consent Decree, Settling Defendants, the State and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other parties at least five (5) working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendants' Project Coordinator, who may be an employee of the Supervisory Contractor, shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Defendants' Project Coordinator shall not be an attorney for any of the Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

43. Plaintiffs may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC)

by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when she/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

44. EPA's Project Coordinator and the Settling Defendants' Project Coordinator will meet at the request of either project coordinator.

XIV. ASSURANCE OF ABILITY TO COMPLETE WORK

45. Within thirty (30) days of entry of this Consent Decree, Settling Defendants shall establish and maintain financial security in the amount of \$35 million in one or more of the following forms:

(a) A surety bond guaranteeing performance of the Work;
or

(b) One or more irrevocable letters of credit equalling the total estimated cost of the Work; or

(c) A trust fund; or

(d) A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Settling Defendants; and

(e) A demonstration that one or more of the Settling Defendants satisfy the requirements of 40 C.F.R. Part 264.143(f).

46. If the Settling Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 45(d) of this Consent Decree, Settling Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f). If Settling Defendants seek to demonstrate their ability to complete the Work by means of the financial test and the corporate guarantee pursuant to Paragraph 45(d) or (e), they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the effective date of this Consent Decree. In the event that EPA, after a reasonable opportunity for review and comment by the State, determines at any time that the financial assurances provided pursuant to this Section are inadequate, Settling Defendants shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 45 of this Consent Decree. Settling Defendants' inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under this Consent Decree.

XV. CERTIFICATION OF COMPLETION

47. Completion of the Remedial Action

a. Within ninety (90) days after Settling Defendants conclude that the Remedial Action has been fully performed and

the Performance Standards have been attained, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants, and EPA and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Remedial Action has been fully performed and the Performance Standards have been attained, they shall submit a written report requesting certification to EPA for approval, with a copy to the State, pursuant to Section XII (Submissions Requiring Agency Approval) within thirty (30) days of the inspection. In the report, a registered professional engineer and the Settling Defendants' Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Project Coordinator:

"To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If, after completion of the pre-certification inspection and receipt and review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that the Remedial Action or any portion thereof has not been completed

in accordance with this Consent Decree or that the Performance Standards have not been achieved, EPA will notify Settling Defendants in writing of the activities that must be undertaken to complete the Remedial Action and achieve the Performance Standards. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XII (Submissions Requiring Agency Approval). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to their right to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent report requesting Certification of Completion and after a reasonable opportunity for review and comment by the State, that the Remedial Action has been fully performed in accordance with this Consent Decree and that the Performance Standards have been achieved, EPA will so certify in writing to Settling Defendants. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section XXIII (Covenants Not to Sue Settling Defendants). Certification of Completion of the Remedial Action shall not affect Settling Defendants' obligations under this Consent Decree. Any

Certification of Completion of the Remedial Action must be in writing, signed by the Director of the Emergency and Remedial Response Division, EPA, Region II and must specifically identify this Consent Decree and the Section and Paragraph in this Consent Decree pursuant to which the Certification of Completion of the Remedial Action is being provided.

48. Completion of the Work

a. Within ninety (90) days after Settling Defendants conclude that all phases of the Work (including O & M), have been fully performed, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants, EPA, and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Work has been fully performed, Settling Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Project Coordinator:

"To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the State,

determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Defendants in writing of the activities that must be undertaken to complete the Work. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XII (Submissions Requiring Agency Approval). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for Certification of Completion by Settling Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been fully performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing. Any Certification of Completion of the Work must be in writing, signed by the Director of Emergency and Remedial Response Division, EPA, Region II, and must specifically identify this Consent Decree and the Section and Paragraph in this Consent Decree pursuant to which the Certification is being provided.

XVI. EMERGENCY RESPONSE

49. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of

Defendants shall provide the information required by Paragraph 15.a. as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

VII. ADDITIONAL RESPONSE ACTIONS

16. In the event that EPA determines or the Settling Defendants propose that additional response actions are necessary to meet the Performance Standards or to carry out the remedy set forth in this Consent Decree, notification of such additional response actions shall be provided to the Project Coordinator for the other parties.

17. Within thirty (30) days of receipt of notice from EPA or Settling Defendants pursuant to Paragraph 16 that additional response actions are necessary (or such longer time as may be specified by EPA), Settling Defendants shall submit for approval by EPA, after reasonable opportunity for review and comment by the State, a work plan for the additional response actions. The plan shall conform to the applicable requirements of Paragraphs 11 and 12. Upon approval of the plan pursuant to Section XII (Submissions Requiring Agency Approval), Settling Defendants shall implement the plan for additional response actions in accordance with the schedule contained therein.

18. Any additional response actions that Settling Defendants propose are necessary to meet the Performance Standards or to carry out the remedy set forth in this Consent Decree shall be subject to approval by EPA, after reasonable opportunity for review and comment by the State, and, if

authorized by EPA, shall be completed by Settling Defendants in accordance with plans, specifications, and schedules approved or established by EPA pursuant to Section XII (Submissions Requiring Agency Approval).

19. Settling Defendants may invoke the procedures set forth in Section XX (Dispute Resolution) to dispute EPA's determination that additional response actions are necessary to meet the Performance Standards or to carry out the remedy set forth in this Consent Decree. Such a dispute shall be resolved pursuant to Paragraphs 62-65 of this Consent Decree.

VIII. EPA PERIODIC REVIEW

20. Settling Defendants shall conduct any studies and investigations that EPA deems necessary in order to permit EPA to conduct reviews at least every five years as required by Section 121(c) of CERCLA and any applicable regulations. Costs incurred by EPA in reviewing such studies and investigations shall be borne by EPA. However, any other costs incurred by EPA pursuant to Section VIII shall be paid by the Settling Defendants and remitted to EPA in accordance with Paragraph 52 a.

21. If required by Sections 113(k)(2) or 117 of CERCLA, Settling Defendants and the public will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the public comment period. After the period for submission of written comments is closed, the Regional

Administrator, EPA Region II, or his/her delegate will determine in writing whether further response actions are required in order to assure that human health and the environment are protected from releases of hazardous substances from the Site.

22. If the Regional Administrator, EPA Region II, or his/her delegate determines that information received, in whole or in part, during the review conducted pursuant to Section 121(c) of CERCLA, indicates that the Remedial Action is not protective of human health and the environment, the Settling Defendants shall undertake any further response actions EPA has determined are appropriate, unless their liability for such further response actions is barred by the Covenant Not to Sue set forth in Section XXIII. Settling Defendants shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in Section VI (Performance of the Work by Settling Defendants) and shall implement the plan approved by EPA. The Settling Defendants may invoke the procedures set forth in Section XX (Dispute Resolution) to dispute (1) EPA's determination that the Remedial Action is not protective of human health and the environment, (2) EPA's selection of the further response actions ordered was arbitrary and capricious or otherwise not in accordance with law, or (3) EPA's determination that the Settling Defendant's liability for the further response actions requested is reserved in Paragraphs 85, 86, or 88 or otherwise not barred by the Covenant Not to Sue set forth in Section XXIII.

IX. QUALITY ASSURANCE, SAMPLING, and DATA ANALYSIS

23. Settling Defendants shall use quality assurance, quality control, and chain of custody procedures as defined or set forth in the SOW for all treatability, design, compliance and monitoring samples in accordance with EPA's "Interim Guidelines and Specifications For Preparing Quality Assurance Project Plans," December 1980, (QAMS-005/80); "Data Quality Objective Guidance," (EPA/540/G87/003 and 004); "EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984, (EPA 330/9-78-001-R); "Region II CERCLA Quality Assurance Manual," dated October 1989; and subsequent amendments to such guidelines upon notification by EPA to Settling Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any monitoring project under this Consent Decree, Settling Defendants shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Quality Assurance Project Plan ("QAPP") to EPA and the State that is consistent with the SOW, the NCP, and applicable guidance documents as identified to Settling Defendants by EPA, including those referenced above. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence as against Settling Defendants, without objection, in any proceeding under this Decree. Settling Defendants shall ensure that EPA and State personnel and their

authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Defendants in implementing this Consent Decree. In addition, Settling Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods, as defined or set forth in the SOW. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," Series 390, latest revision, and any amendments made thereto during the course of the implementation of this Decree. Settling Defendants shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program.

24. Upon request, the Settling Defendants shall allow split or duplicate samples to be taken by EPA and the State of New Jersey or their authorized representatives. Settling Defendants shall notify EPA and the State of New Jersey not less than 28 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State of New Jersey shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the

State of New Jersey shall allow the Settling Defendants to take split or duplicate samples of any samples it takes as part of the Plaintiffs' monitoring of the Settling Defendant's implementation of the Work.

25. Settling Defendants shall submit to EPA and the State five (5) and three (3) copies, respectively, of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise pursuant to Section XXXIII of this Decree.

26. Notwithstanding any provision of this Consent Decree, the United States and the State of New Jersey hereby retain all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

X. ACCESS

27. Commencing upon the date of lodging of this Consent Decree, the Settling Defendants agree to provide the United States, the State, and their representatives, including EPA and its contractors, access at all reasonable times to the Site and any other property to which access is required for the implementation of this Consent Decree, to the extent access to the property is controlled by Settling Defendants, for the purposes of conducting any activity related to this Consent Decree including, but not limited to:

a. Monitoring the Work;

b. Verifying any data or information submitted to the United States;

c. Conducting investigations relating to contamination at or near the Site;

d. Obtaining samples;

e. Assessing the need for, planning, or implementing additional response actions at or near the Site;

f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXVI; and

g. Assessing Settling Defendants' compliance with this Consent Decree.

28. To the extent that the Site or any other property to which access is required for the implementation of this Consent Decree is owned or controlled by persons other than Settling Defendants, Settling Defendants shall use best efforts to secure from such persons access for Settling Defendants, as well as for the United States and the State and their representatives, including, but not limited to, their contractors, as necessary to effectuate this Consent Decree. For purposes of this Paragraph "best efforts" includes the payment of reasonable sums of money in consideration of access to tracts or parcels of land owned by persons, firms or corporations that are not Owner non-Settling Defendants in this action. If any access required to complete the Work is not obtained within ninety (90) days of the date of lodging of this Consent Decree, or within 45 days of the date EPA

notifies the Settling Defendants in writing that additional access beyond that previously secured is necessary, Settling Defendants shall promptly notify the United States, and shall include in that notification a summary of the steps Settling Defendants have taken to attempt to obtain access. The United States or the State may, as it deems appropriate, assist Settling Defendants in obtaining access. Settling Defendants shall reimburse the United States or the State, as appropriate, in accordance with the procedures in Section XVII (Reimbursement of Response Costs), for all costs not inconsistent with the NCP incurred by the United States in obtaining access.

29. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

XI. REPORTING REQUIREMENTS

30. In addition to any other requirement of this Consent Decree, Settling Defendants shall submit to EPA and the State three (3) copies of written progress reports each month during the implementation of the Remedial Action and thereafter, shall submit written progress reports as required by the SOW. Each progress report shall, as appropriate: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month; (b) include a summary of all results of sampling and tests and all other data received

or generated by Settling Defendants or their contractors or agents in the previous month; (c) identify all work plans, plans and other deliverables required by this Consent Decree completed and submitted during the previous month; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Settling Defendants have proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in the next six weeks. Settling Defendants shall submit these progress reports to EPA and the State by the tenth day of every month following the lodging of this Consent Decree until EPA notifies the Settling Defendants pursuant to Paragraph 47.b of Section XV (Certification of Completion). If requested by EPA or the State, Settling Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

31. The Settling Defendants shall notify EPA of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than 7 days prior to the performance of the activity.

32. Upon the occurrence of any event during performance of the Work that Settling Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), Settling Defendants shall within twenty-four (24) hours of the onset of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency and Remedial Response Division, EPA Region II. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

33. Within twenty (20) days of the onset of such an event, Settling Defendants shall furnish to Plaintiffs a written report, signed by the Settling Defendant's Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Settling Defendants shall submit a report setting forth all actions taken in response thereto.

34. Settling Defendants shall submit five (5) copies of all plans, reports, and data required by the SOW, the Remedial Design

Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Defendants shall, subject to Paragraph 50, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Defendants shall notify the Emergency and Remedial Response Division, Region II, EPA. Settling Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Defendants fail to take appropriate response action as required by this Section, and EPA or, as appropriate, the State takes such action instead, Settling Defendants shall reimburse EPA and the State all costs of the response action not inconsistent with the NCP pursuant to Section XVII (Reimbursement of Response Costs).

50. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State, to take, direct, or order all appropriate action or to seek an order from the Court to protect human health and the environment or to prevent, abate, respond to, or minimize

an actual or threatened release of Waste Material on, at, or from the Site.

XVII. REIMBURSEMENT OF RESPONSE COSTS

51. Within thirty (30) days of the effective date of this Consent Decree, Defendants shall:

a. Pay to the United States \$ 1,750,000.00 in reimbursement of Past Response Costs, by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing the CERCLA ID Number NJD 980-505-762; DOJ Case Number 90-11-2-470. Payment shall be made in accordance with instructions provided by the United States to the Defendants upon execution of the Consent Decree. Any EFTs received at the U.S. D.O.J. lockbox bank after 4:00 P.M. (Eastern Time) will be credited on the next business day.

b. Pay to the State \$300,000.00 in the form of a certified check or checks made payable to Treasurer, State of New Jersey c/o George Smajda, Chief, Special Investigations Unit, Department of Law and Public Safety, in reimbursement of Past Response Costs incurred by the State. The Defendants shall send the certified check(s) to the Treasurer, as set forth in the preceding sentence, Division of Law, CN 093, Trenton, New Jersey 08625.

52. Settling Defendants shall reimburse the United States for all U.S. Supervisory Costs not inconsistent with the National Contingency Plan incurred by the United States up to a limit of \$250,000.00. Settling Defendants shall also reimburse the United

States for any U.S. Future Response Costs Other than U.S. Supervisory Costs incurred not inconsistent with the National Contingency Plan. The United States will periodically send Settling Defendants billings for such costs. These billings will be accompanied by a printout of cost data in EPA's financial management system and by a calculation of EPA's indirect costs. Settling Defendants shall reimburse the State for all Future Response Costs not inconsistent with the National Contingency Plan incurred by the State. The State will periodically send Settling Defendants a bill requiring payment for such costs. Settling Defendants shall make all payments within thirty (30) days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 53.

a. The Settling Defendants shall make all payments to EPA required by this Paragraph in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund" and referencing CERCLA Number NJD 980-505-762 and DOJ Case Number 90-11-2-470. The Settling Defendants shall forward the certified check(s) to: EPA Region II; Attention: Superfund Accounting; P.O. Box 360188M; Pittsburgh, Pennsylvania 15251.

b. The Settling Defendants shall make all payments to the State required by this paragraph in the form of a certified check or checks made payable to The Treasurer, State of New Jersey. The Settling Defendants shall forward the certified check(s) to: Edward Stankiewicz, Bureau of Revenues, New Jersey

c. The Settling Defendants also shall send copies of the check(s) required by this paragraph to the United States and the State as specified in Section XXVIII (Notices and Submissions).

53. Settling Defendants may contest payment of any Future Response Costs under Paragraph 52 if they determine that the United States or the State has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within thirty (30) days of receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or to the State (if the State's accounting is being disputed) pursuant to Section XXVIII (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Defendants shall within the thirty (30) day period pay all uncontested Future Response Costs to the United States or the State in the manner described in Paragraph 52. Simultaneously, the Settling Defendants shall establish an interest bearing escrow account in a federally-insured bank duly chartered in the State of New Jersey and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendants shall send to the United States, as provided in

Section XXVIII (Notices and Submissions), and the State a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendants shall initiate the Dispute Resolution procedures in Section XX (Dispute Resolution). If the United States or the State prevails in the dispute, within five (5) days of the resolution of the dispute, the Settling Defendants shall pay the sums due (with accrued interest) to the United States or the State, if State costs are disputed, in the manner described in Paragraph 52. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State, if State costs are disputed in the manner described in Paragraph 52; Settling Defendants shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States and the State for their Future Response Costs.

54. In the event that the payments required of the Defendants by Paragraph 51 are not made within thirty (30) days of the effective date of this Consent Decree or the payments required by Paragraph 52 are not made within thirty (30) days of the Settling Defendants' receipt of the bill, the Defendants or the Settling Defendants shall pay interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. The interest to be paid on Past Response Costs shall begin to accrue on the effective date of the Consent Decree. The interest on Future Response Costs shall begin to accrue on the date of the Settling Defendants' receipt of the bill. Interest shall accrue at the rate specified through the date of the Defendants' or the Settling Defendant's payment. Payments of interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Defendants' or Settling Defendants' failure to make timely payments under this Section.

XVIII. INDEMNIFICATION AND INSURANCE

55. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Settling Defendants shall indemnify, save and hold harmless the United States, the State, and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account

of, acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Defendants agree to pay the United States and the State all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

56. Settling Defendants waive all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States, or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and

any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Defendants shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

57. No later than fifteen (15) days before commencing any on-site Work, Settling Defendants shall secure, and shall maintain until the first anniversary of EPA's Certification of Completion of the Remedial Action pursuant to Paragraph 47.b. of Section XV (Certification of Completion) comprehensive general liability insurance with limits of ten (10) million dollars and automobile insurance with limits of one (1) and three (3) million dollars, naming as additional insured the United States and the State. In addition, for the duration of this Consent Decree, Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Settling

Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the effective date of this Consent Decree. If Settling Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described in this paragraph, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XIX. FORCE MAJEURE

58. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Defendants or of any entity controlled by Settling Defendants, including, but not limited to, their contractors and subcontractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Defendants' best efforts to fulfill the obligation. The requirement that the Settling Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work or a failure to attain the Performance Standards.

59. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Emergency and Remedial Response Division, EPA Region, II, within either forty-eight (48) hours (or seventy-two (72) hours when the event falls on a weekend and the following Monday is a federal holiday) of when Settling Defendants first knew or should have known that the event might cause a delay. Within five (5) days thereafter, Settling Defendants shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Settling Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Defendants

from asserting any claim of force majeure for that event. Settling Defendants shall be deemed to have notice of any circumstance of which their contractors or subcontractors had or should have had notice.

60. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Defendants in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

61. If the Settling Defendants elect to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution), they shall do so no later than fifteen (15) days

after receipt of EPA's notice. In any such proceeding, Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Defendants complied with the requirements of Paragraphs 58 and 59, above. If Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XX. DISPUTE RESOLUTION

62. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes with Settling Defendants arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Defendants that have not been disputed in accordance with this Section.

63. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is modified by

Written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

64. a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within ten (10) days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants. The Statement of Position shall specify the Settling Defendants' position as to whether formal dispute resolution should proceed under paragraph 65 or 66.

b. Within fourteen (14) days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 65 or 66.

c. If there is disagreement between EPA and the Settling Defendants as to whether dispute resolution should

proceed under Paragraph 65 or 66, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Defendants ultimately appeal to the court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 65 and 66.

65. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the ROD's provisions, as explained and clarified by the ESD.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Paragraph. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Emergency and Remedial Response Division, EPA, Region, II, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 65.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraph 65.c. and d.

c. Any administrative decision made by EPA pursuant to Paragraph 65.b. shall be reviewable by this Court, provided that a notice of judicial appeal is filed by the Settling Defendants with the Court and served on all Parties within ten (10) days of receipt of EPA's decision. The notice of judicial appeal shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendants' notice of judicial appeal.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Director of the Emergency and Remedial Response Division is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraphs 65.a.

66. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 64, the Director of the Emergency and Remedial Response Division, EPA Region II, will issue a final decision resolving the dispute. The Emergency and Remedial Response Division Director's decision shall be binding on the Settling Defendants unless, within 10 days of receipt of the decision, the Settling Defendants file with the Court and serve on the parties a notice of judicial appeal setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' notice of judicial appeal.

b. Notwithstanding Paragraph M of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable provisions of law.

67. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent

Decree not directly in dispute, unless EPA agrees or The Court orders otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 76. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXI (Stipulated Penalties).

XXI. STIPULATED PENALTIES

68. Defendants shall be liable for stipulated penalties in the amounts set forth below for failure to pay EPA costs or interest in accordance with Section XVII (Reimbursement of Response Costs):

<u>Period of Noncompliance</u>	<u>Penalty per Violation Per Day</u>
1st through 7th day	\$2,000
8th through 14th day	\$4,000
15th through 30th day	\$7,000
31st through 59th day	\$10,000
60th and beyond	\$12,500

69. Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 70 and 71 to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XIX (Force Majeure). "Compliance" by Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree

identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree and the SOW.

70. a. The following stipulated penalties shall be payable per violation per day to the United States by the Settling Defendants for any noncompliance relating to Remedial Action of the type identified in Paragraph 69, Subparagraph b., or any noncompliance not specifically identified in Paragraphs 70-71 of this Decree:

<u>Period of Noncompliance</u>	<u>Penalty per Violation Per Day</u>
1st through 7th day	\$ 2,500
8th through 14th day	\$ 4,500
15th through 30th day	\$ 7,000
31st through 59th day	\$10,500
60th and beyond	\$13,000

b. i. failure to meet any deadlines for initiating any of the Work to be performed by Settling Defendants pursuant to Section VI (Performance of the Work by Settling Defendants), VII (Additional Response Actions), VIII (U.S. EPA Periodic Review), and IX Quality Assurance, Sampling and Data Analysis of this Consent Decree; or

ii. failure to complete any of the Work to be performed by the Settling Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Additional Response Actions), VIII (U.S. EPA Periodic Review), and IX

(Quality Assurance, Sampling and Data Analysis) of this Consent Decree; or

iii. failure to meet any deadlines for any Work to be performed pursuant to Section D. of the SOW.

c. The following stipulated penalties shall be payable per violation per day to the United States by the Settling Defendants for any noncompliance identified in Paragraph 69, Subparagraph d., below:

<u>Period of Noncompliance</u>	<u>Penalty per Violation Per Day</u>
1st through 7th day	\$ 2,000
8th through 14th day	\$ 4,000
15th through 30th day	\$ 7,000
31st through 59th day	\$10,000
60th and beyond	\$12,500

d. i. failure to submit the name of the Project Coordinator to EPA in accordance with Section XIII (Project Coordinators) of this Consent Decree; or

ii. failure to provide financial assurance in accordance with Section XIV (Assurance of Ability to Complete Work) of this Consent Decree; or

iii. failure to meet the requirements of Section XVI (Emergency Response) of this Consent Decree; or

iv. failure to pay EPA stipulated penalties or interest required hereunder; or

v. failure to provide indemnification and insurance in accordance with Section XVIII (Indemnification and Insurance) of this Consent Decree; or

vi. failure to meet any deadlines for submission and, if necessary, revision and resubmission, of any of the following documents:

- (1) Work Plan submitted by Settling Defendants and approved by EPA; or
- (2) Site Management Plan for Remedial Design; or
- (3) Remedial Design Work Plan; or
- (4) Design Report; or
- (5) Pre-Final Design Report; or
- (6) Final Design Report; or
- (7) Site Management Plan for Remedial Construction; or
- (8) Operation and Maintenance Plan;
- (9) Certification of Completion and Final Report for Remedial Construction; or
- (10) the Post-Remediation Ground Water and River Monitoring Plan.

71. The following stipulated penalties shall be payable per violation per day to the United States by the Settling Defendants for (a) non-compliance of the type set forth in Paragraph 69 b. that are not subject to Paragraph 69 a.; (b) failure to meet deadlines for submission and, if necessary, revision and resubmission, of (i) Certification of Completion and Final Report for Operation and Maintenance and (ii) Certification of Completion and Final Report for Post-Remediation Monitoring Program; and (c) failure to submit timely or adequate reports or other written documents pursuant to Section XI of this Consent Decree:

<u>Period of Noncompliance</u>	<u>Penalty per Violation Per Day</u>
1st through 7th day	\$ 500
8th through 14th day	\$ 750
15th through 30th day	\$ 1,000
31st through 59th day	\$ 2,000
60th and beyond	\$ 3,000

72. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 88 of Section XXIII (Covenants Not to Sue Settling Defendants), Settling Defendants shall be liable for a stipulated penalty in the amount of \$25,000.

73. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

74. Except with respect to the obligations set forth in Paragraph 51, following EPA's determination that Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Defendants written notification of the same and describe the noncompliance. EPA will send the Settling Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Settling Defendants of a violation.

75. Except with respect to the obligation set forth in Paragraph 51, all penalties owed to the United States under this

section shall be due and payable within thirty (30) days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties, unless Settling Defendants invoke the Dispute Resolution procedures under Section XX (Dispute Resolution). All payments under this Section shall be paid by certified check made payable to "EPA Hazardous Substances Superfund," shall be mailed to the address specified in Paragraph 52 of this Decree, and shall reference CERCLA Number NJD 980-505-762 and DOJ Case Number 90-11-2-470. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States as provided in Section XXVIII (Notices and Submissions).

76. The payment of penalties shall not alter in any way Settling Defendants' obligation to complete the performance of the Work required under this Consent Decree.

77. Penalties owed by Settling Defendants shall continue to accrue as provided in Paragraph 73 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within fifteen (15) days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the Court to be

owed to EPA within sixty (60) days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within sixty (60) days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within fifteen (15) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Defendants to the extent that they prevail.

78. a. If Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as interest. Defendants shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 75 at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607.

b. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA.

79. No payments made under this Section shall be tax deductible for Federal or State tax purposes.

XXII. COVENANTS NOT TO SUE DE MINIMIS SETTling DEFENDANTS

80. Subject to the Reservation of Rights in Paragraphs 81 and 82 and the certification requirements of Paragraphs 83, the United States and State covenant not to sue or take any other civil or administrative action against the De Minimis Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA and/or the New Jersey Spill Compensation and Control Act relating to the Site. These covenants not to sue for present and potential future liability shall take effect as to each De Minimis Settling Defendant after certification by the Settling Non-Owner Defendants to the United States and State that the De Minimis Settling Defendants have made timely and full payment pursuant to Section XVII of this Decree. These covenants not to sue extend only to the De Minimis Settling Defendants and do not extend to any other person.

81. Reservations of Rights as to De Minimis Settling Defendants. Nothing in this Consent decree is intended nor shall it be construed as a release or a covenant not to sue for any claim or cause of action, administrative, or judicial, civil or criminal, past or future, in law or in equity, which the United States or the State may have against any of the De Minimis Settling Defendants for:

a. any liability as a result of a failure to make the payments required by Section XVII of this decree;

- b. criminal liability;
- c. liability arising from the past, present, or future disposal, release, or threat of release of any Waste Material outside of the Site and not attributable to the Site;
- d. liability for damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss;
- e. liability for response costs that have been or may be incurred by natural resources trustees--including, without limitation, the United States Department of the Interior, the National Oceanic and Atmospheric Administration, and the New Jersey Commissioner for Environmental Protection and Energy, acting as natural resource trustee for the State--which have, or may in the future, spend funds relating to the Site;
- f. any matter not specifically provided for in Paragraph 80.

82. Nothing in this Consent Decree constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States or State to seek or obtain further relief from each De Minimis Settling Defendant, and the covenant not to sue in Paragraph 80 of this Section is null and void if information not currently known to the United States is discovered which indicates that the De Minimis Settling Defendant contributed hazardous substances to the Site greater than 1% of the total volume of hazardous substances found at the Site or its hazardous substances contributed to the Site were more toxic or of greater

hazardous effect than the other hazardous substances found at the Site.

83. De Minimis Settling Defendants' Certification. By signing this Consent decree, each De Minimis Settling Defendant certifies to the best of its knowledge and belief, the following:

(a). The De Minimis Settling Defendant has made reasonable inquiry to gather all information which relates in any way to its ownership, operation, generation, treatment, transportation, storage or disposal of hazardous substances at or in connection with the Site, and has provided to the United States all such information, either directly through the submission of the Certification referred to in Paragraph 82 or indirectly by others on its behalf, as provided in Protective Order No. 2 entered by Magistrate Hedges' on October 25, 1993, and

(b) The information described in Paragraph 83(a) and in the Certification are true and correct with respect to the amount of waste the De Minimis Settling Defendant may have shipped to the Site and with respect to the toxic or other hazardous effects of such waste.

XXIII. COVENANTS NOT TO SUE SETTLING DEFENDANTS

84. a. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 85, 86, and 88 of this Section, the United States covenants not to sue or to take

administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA relating to the Site. Except with respect to future liability, these covenants not to sue shall take effect upon the receipt by the United States and the State of the payment required by Paragraph 51 of Section XVII (Reimbursement of Response Costs). With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action for the Site by EPA pursuant to Paragraph 47.b. of Section XV (Certification of Completion). These covenants not to sue are conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

b. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 85, 86, and 88 of this Section, the State covenants not to sue or take administrative action against Settling Defendants pursuant to N.J.S.A. 58:10-23 et seq. and the regulations promulgated thereunder, specifically N.J.A.C. 7:1E-1.1 et seq., N.J.S.A. 13:1E-1 et seq., N.J.S.A. 58:10A-1 et seq. or Section 107(a) of CERCLA relating to the Site. Except with respect to future liability, these covenants not to sue shall take effect upon the receipt of the payments required by Paragraph 51 of Section XVII (Reimbursement of Response Costs).

With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by EPA pursuant to Paragraph 47.b of Section XV (Certification of Completion). These covenants not to sue are conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

85. Pre-certification reservations.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel Settling Defendants (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response actions if, prior to EPA's Certification of Completion of the Remedial Action:

(i) conditions at the Site, previously unknown to EPA are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines, after a reasonable opportunity for review and comment by the State, based on these previously unknown conditions or this information together with any other relevant information, that the Remedial Action is not protective of human health or the environment. An action or proceeding based on

information that is received or conditions that are discovered prior to Certification of Completion of the Remedial Action may be instituted at any time, including after Certification of Completion of the Remedial Action for the Site pursuant to Paragraph 47.b.

b. Notwithstanding any other provision of this Consent Decree, the State reserves, pursuant to its authorities under Section 107 of CERCLA, the Spill Act and any other applicable State statute, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel Settling Defendants

(1) to perform further response actions relating to the Site to the extent that EPA determines, after a reasonable opportunity for review and comment by the State, that such actions will not significantly delay or be inconsistent with the Remedial Action, or

(2) to reimburse the State for additional costs of response actions to the extent that EPA determines, after a reasonable opportunity for review and comment by the State, that such actions will not significantly delay or be inconsistent with the Remedial Action,

if, prior to EPA's certification of completion of the Remedial Action:

(i) conditions at the Site, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part, and EPA determines, after a reasonable opportunity for review and comment by the State, based on these previously unknown conditions or this information together with any other relevant information, that the Remedial Action is not protective of human health or the environment.

86. Post-certification reservations.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel Settling Defendants (1) to perform further response actions at the Site or (2) to reimburse the United States for additional costs of response actions if, subsequent to EPA's Certification of Completion of the Remedial Action:

(i) conditions at the Site, previously unknown to EPA are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines, after a reasonable opportunity for review and comment by the State, based on these previously unknown conditions or this information together with any other relevant information, that the Remedial Action is not protective of human health or the environment.

b. Notwithstanding any other provision of this Consent Decree, the State reserves, pursuant to its authorities under Section 107 of CERCLA, the Spill Act and any other applicable State statute, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel Settling Defendants

(1) to perform further response actions relating to the Site to the extent EPA determines, after a reasonable opportunity for review and comment by the State, that such actions will not be inconsistent with the Remedial Action, or

(2) to reimburse the State for additional costs of response actions to the extent EPA determines, after a reasonable opportunity for review and comment by the State, that such actions will not be inconsistent with the Remedial Action, if, subsequent to EPA's certification of completion of the Remedial Action:

(i) conditions at the Site, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part, and EPA determines, after a reasonable opportunity for review and comment by the State, based on these previously unknown conditions or this information together with any other relevant information, that the Remedial Action is not protective of human health or the environment.

87. For purposes of Paragraph 85, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision and the ESD for the Site and the administrative record supporting the Record of Decision and the ESD. For purposes of Paragraph 86, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision and the ESD, the administrative record supporting the Record of Decision and the ESD, and any information received by EPA pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

88. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 84. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

(1) claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

(2) liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site;

(3) liability for damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss;

(4) liability for response costs that have been or may be incurred by natural resources trustees — including, without limitation, the United States Department of the Interior, the National Oceanic and Atmospheric Administration, and the New Jersey Commissioner for Environmental Protection and Energy, acting as natural resource trustee for the State — which have, or may in the future, spend funds relating to the Site;

(5) criminal liability;

(6) liability for violations of federal or state law which occur during or after implementation of the Remedial Action; and

(7) previously incurred costs of response above the amounts reimbursed pursuant to Paragraph 51;

(8) liability for response actions selected in any future RODs addressing conditions at the Site; or

(9) liability for costs that the United States or the State will incur related to the Site but are not within the definition of Future Response Costs.

89. In the event EPA determines that Settling Defendants have failed to implement any provisions of the Work in an adequate or timely manner, EPA or the State may perform any and all portions of the Work as EPA determines necessary. Settling Defendants may invoke the procedures set forth in Section XX (Dispute Resolution) to dispute EPA's determination that the Settling Defendants failed to implement a provision of the Work in an adequate or timely manner as arbitrary and capricious or

otherwise not in accordance with law. Such dispute shall be resolved on the administrative record. Costs incurred by the United States or the State in performing the Work pursuant to this Paragraph shall be considered Future Response Costs, in the case of the State, or U.S. Future Response Costs Other than U.S. Supervisory Costs, in the case of the United States, that Settling Defendants shall pay pursuant to Section XVII (Reimbursement of Response Costs).

90. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XXIV. COVENANTS BY DEFENDANTS

91. a. De Minimis Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal revenue Code, 26 U.S.C. Section 9507) through CERCLA Sections 106(b)(2), 111, 112, 113 or any other provision of law, any claim against the United States or State, including any department, agency, or instrumentality of the United States or State under CERCLA Sections 107 or 113 or any other provision of law related to the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of

Section 111 of CERCLA, 42 U.S.C. Section 9611, or 40 C.F.R. Part 300.700(d).

b. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, 113 or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site. However, the Settling Defendants reserve, and this Consent Decree is without prejudice to, actions against the United States based on negligent actions taken directly by the United States (not including oversight or approval of the Settling Defendants' plans or activities) that are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. Part 300.700(d).

c. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the State with respect to the Site or this Consent Decree, including,

but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, 113 or any other provision of law, any claim against the State including any department, agency or instrumentality of the State under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site. However, the Settling Defendants Reserve, and this Consent Decree is without prejudice to, actions against the State of New Jersey based on negligent actions taken directly by the State (not including oversight or approval of the Settling Defendants plans or activities) that are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA. The Settling Defendants also reserve actions against New Jersey Department of Transportation, New Jersey Transit and New Jersey Rail Transit, under 42 U.S.C. § 9607(a) and N.J.S.A. 13:1E et seq., 58:10-23.11 et seq., and 58:10A-1 et seq. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. Part 300.700(d).

XXV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

92. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person

not a signatory to this decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

93. With regard to claims for contribution against De Minimis Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the De Minimis Settling Defendants are entitled to such protection from contribution actions or claims as is provided by Section 122(g)(5) of CERCLA, 42 U.S.C. Section 9622(g)(5).

94. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

95. The Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim.

96. The Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the

United States and the State within ten (10) days of service of the complaint on them. In addition, Defendants shall notify the United States and the State within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial.

97. Defendants may petition the State for the right to seek treble damages in contribution pursuant to the terms set forth in Appendix H.

98. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXIII (Covenants Not to Sue Settling Defendants).

XXVI. ACCESS TO INFORMATION

99. Settling Defendants shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the

implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

100. a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by

federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

101. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXVII. RETENTION OF RECORDS

102. Until ten (10) years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 48.b of Section XV (Certification of Completion of the Work), the Non-Owner Settling Defendants and the De Minimis Settling Defendants shall cause their common counsel to preserve and retain at least once complete set of all records and documents pertaining to Allocation Materials as defined by Magistrate Judge Ronald Hedges Order dated August 24, 1992. Said Order and the Order dated

October 24, 1993 shall remain as an order of the Court throughout the retention period. Each Defendant shall otherwise preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until ten (10) years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 48.b of Section XV (Certification of Completion of the Work), Settling Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

103. At the conclusion of the document retention period, Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Defendants shall deliver any such records or documents to EPA or the State. The Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the

author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

104. Except as to "Allocation Materials" which are governed by Magistrate Hedges' Order entered in this case on August 24 1992, said Allocation Materials consisting of: 1) questionnaires and responses thereto; 2) various communications among Defendants and the Allocation Consultant; 3) information prepared by the Allocation Consultant; and 4) various drafts and the final form of an Allocation Report, each Defendant hereby certifies, individually, that it has not knowingly altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA and Section 3007 of RCRA.

XXVIII. NOTICES AND SUBMISSIONS

105. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one party to another, it shall

be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State, and the Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DJ # 90-11-2-470

and

Director, Emergency and Remedial Response Division
United States Environmental Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

As to EPA:

Sharkey Landfill Remedial Project Manager
United States Environmental Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

As to the State:

Edward Putnam
State Project Coordinator
Assistant Director
Publicly Funded Site Remediation
New Jersey Department of Environmental Protection
and Energy
CN 042
Trenton, New Jersey 08625

As to Defendants:

Settling Defendants' Project Coordinator
(the name and address of which will be supplied later)

with copies supplied to:

Donald W. Stever
Dewey Ballantine
1301 Avenue of the Americas
New York, NY 10019;

and

Parsippany-Troy Hills Town Clerk
1001 Parsippany Blvd.
Parsippany, New Jersey 07054

XXIX. EFFECTIVE DATE

106. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXX. RETENTION OF JURISDICTION

107. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or

modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or, when appropriate, to resolve disputes in accordance with Section XX (Dispute Resolution) hereof.

XXXI. APPENDICES

108. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the ROD and the ESD.

"Appendix B" is the SOW.

"Appendix C" is the description and/or map of the Site.

"Appendix D" is the complete list of the Non-owner Settling Defendants.

"Appendix E" is the complete list of the De Minimis Settling Defendants

"Appendix F" is the complete list of the Owner Settling Defendants.

"Appendix G" is, without limiting joint and several liability to the United States and State, a description of the agreement between the Owner Settling Defendants and the Non-Owner Settling Defendants whereby these parties agree, between themselves, to perform portions of the Work.

"Appendix H" sets forth the terms whereby Defendants may petition the State for the right to seek treble damages in contribution.

XXXII. COMMUNITY RELATIONS

109. Settling Defendants shall propose to EPA and the State their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA or the State, Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA or the State to explain activities at or relating to the Site.

XXXIII. MODIFICATION

110. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of EPA and the Settling Defendants. All such modifications shall be made in writing.

111. No material modifications shall be made to the SOW without written notification to and written approval of the United States, Settling Defendants, and the Court. Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to the SOW that do not materially alter that document may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Settling Defendants.

112. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXXIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

113. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. Part 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

114. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXV. SIGNATORIES/SERVICE

115. Each undersigned representative of a Defendant to this Consent Decree and the Assistant Attorney General for Environment and Natural Resources of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

116. Each Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Defendants in writing that it no longer supports entry of the Consent Decree.

117. Each Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS

1st DAY OF *December*, 19*94*.


United States District Judge

NICHOLAS H. POLITAN, U.S.D.J.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. CDMG Realty Co., et. al., relating to the Sharkey Farms Landfill Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 6/18/84

Lois J. Schiffer
LOIS J. SCHIFFER
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Joseph Hurley
Joseph Hurley, Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

Susan C. Cassell
Susan C. Cassell
Assistant United States Attorney
District of New Jersey
U.S. Department of Justice
90 Broad Street
Newark, NJ 07102

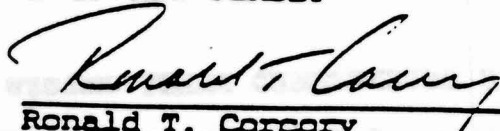
United States et. al. v. CDMG et. al.
Consent Decree Signature Page

William J. Zipp
Jeanne M. Fox
Regional Administrator
Region II.
U.S. Environmental Protection
Agency
26 Federal Plaza
New York, New York 10278

D. Urdaz
Damaris C. Urdaz
Assistant Regional Counsel
U.S. Environmental Protection
Agency
26 Federal Plaza
New York, New York 10278

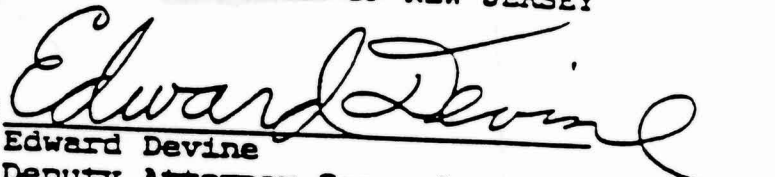
FOR THE STATE OF NEW JERSEY

Date: 6-14-94


Ronald T. Corcory
Assistant Director
New Jersey Department of
Environmental Protection and
Energy

DEBORAH T. PORITZ
ATTORNEY GENERAL OF NEW JERSEY

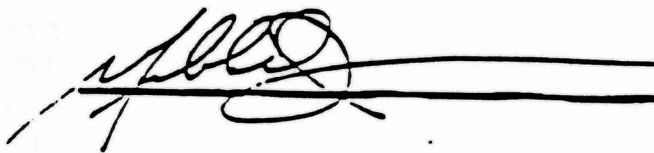
Date: June 15, 1994

By: 
Edward Devine
Deputy Attorney General

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. COMB HEALTH CO., et al., relating to the Sharkey Superfund Site.

for NEOSOLWAY CORP. COMPANY, INC.

Date: 4 MARCH 1994



Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Andrew J. Perel, Esq.

Title:

Address: Rosenman & Colin - 575 Madison Ave., NY, NY 10022

Tel. Number: (212) 940-940-6332

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Hoechst Celanese Corporation

Date: December 3, 1993

Christopher K. Iorio.

Christopher K. Iorio
Assistant Corporate Controller

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: _____
Address: 28 West State Street, Trenton, NJ 08608
Tel. Number: 609-396-9400

May only be presented if at least 85% by volume of parties on the last allocation spreadsheet are similarly committed and if Parsippany Troy Hills is also committed on terms satisfactory to our defense group or its authorized representatives.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

Township of Parsippany-Troy Hills
FOR A Municipal Corporation of the State of New Jersey

Date: 3-4-94

Attest:

Judith I. Silver
Judith I. Silver
Township Clerk

Mayor Frank B. Priore
[Name -- Please Type] 1001 Parsippany Blvd.
[Title -- Please Type] Parsippany, NJ 07005
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____ [Please Type]
Title: _____
Address: _____
Tel. Number: _____

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR Leslie Controls, Inc.

Date: 12/6/93


Kenneth J. McAvoy Vice President
[Name -- Please Type]
[Title -- Please Type]
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type]
Title: The Corporation Trust Company
Address: 28 West State Street
Tel. Number: Trenton, NJ 08608

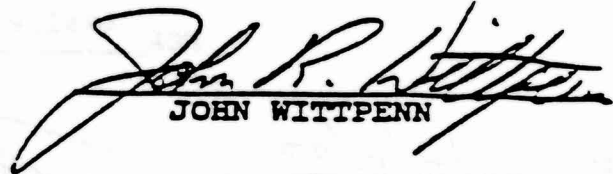
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v/ CDMG Realty Co., et al., relating to the Sharkey Superfund Site.

FOR ROCKLAND CHEMICAL COMPANY

Date: March 31, 1994


JOHN WITTPENN

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: John Wittpenn

Title: President

Address: 686 Passaic Avenue, West Caldwell, New Jersey

Tel. Number: (201) 575-1322

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter
United States v. CDMG Realty Co., et al., relating to the Sharkey
Superfund Site.

NEW JERSEY TRANSIT CORPORATION AND
NEW JERSEY TRANSIT BUS OPERATIONS, INC.

Date: April 4, 1994

By: Albert R. Hasbrouck, III
Albert R. Hasbrouck, III
Senior Director

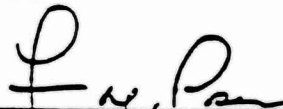
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark T. Holmes
Title: Deputy Attorney General
Address: CN 112, Richard J. Hughes Justice Complex
Trenton, NJ 08625-0112
Tel. No.: 609-984-3221

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR AlliedSignal Inc.

Date: 11/14/04



Frederic M. Poses

Agent Authorized to Accept Service on Behalf of Above-signed Party:

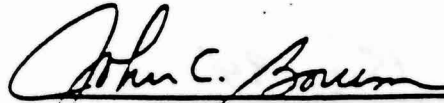
Name: David P. Cooke
Title: Law Department
Address: AlliedSignal Inc.
Tel. Number: (201) 455-2817

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR American Telephone and Telegraph Company (AT&T)

Date: 12/3/93



John C. Borum
~~Environment & Safety Engineering Vice President~~

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. Michael Hartnett
Title: Senior Attorney
Address: 131 Morristown Road - Room B2134, Basking Ridge, NJ 07920
Tel. Number: (908) 204-8435

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Automatic Switch Company

Date: 12.1.94



J. H. Kluge, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:


Name: Richard P. Rooney
Title: Vice President and Corporate Secretary
Address: 50 Hanover Road, Florham Park, N.J. 07932
Tel. Number: (201) 966-2000

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR BEGON DICKINSON AND COMPANY

Date: DEC. 3, 1993


R. P. OHLMULLER
VICE PRESIDENT + SECRETARY

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: R. P. OHLMULLER
Title: V. P. + SECRETARY
Address: BEGON DICKINSON + CO., 1 BEGON DRIVE, FRANKLIN LAKES, NJ
Tel. Number: (201) 847-7107

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

... → BROWNING-FELLS TRUST CO. of New Jersey
FOR COMFORT, INC.

Date: March 3, 1994

Charles R. Binger

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name:

Title: The Corporation Trust Company

Address: 28 West State Street, Trenton, NJ 08608

Tel. Number: (609) 396-9400

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Ciba-Geigy Corporation ~~COMPANY NAME~~

*/

Date:

11/22/93

JP Richard Barth President

[Name -- Please Type] Richard Barth

[Title -- Please Type] President

[Address -- Please Type] Ciba-Geigy Corporation
444 Saw Mill River Road
Ardsley, New York 10505

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type]

Title: The Prentice-Hall Corporation System, New Jersey, Inc.

Address: 150 W. State Street, Trenton, New Jersey 08608

Tel. Number: 1-800-221-0770

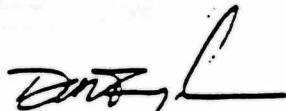
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CDMG REALTY CO., et al, relating
to the Sharkey Superfund Site.

FOR Curtiss-Wright Corporation

Date: 12/3/93



Dana M. Taylor, Jr.

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Dana M. Taylor, Jr.

Title: General Counsel

Address: Curtiss-Wright Corporation

~~1200 Wall Street West~~ 1200 Wall Street West

Lyndhurst, N.J. 07071

Tel. Number: 201-460-8108

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

enters into this Consent Decree in the
matter of United States v. CDMG REALTY CO., et al, relating
to the Sharkey Superfund Site.

FOR HOSOKAWA MICRON INTERNATIONAL INC.

Date: 3-4-74

William J. Brennan

William J. Brennan
Senior Vice President - Administration
780 Third Avenue
New York NY 10017

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

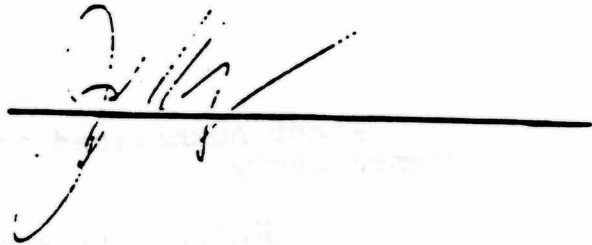
Name: Simon H. Baker, ESO.
Title: Vice President
Address: 780 Third Avenue, New York, NY 10017
Tel. Number: (212) 826-3830

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. COMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR Industrial Circuits COMPANY, INC.

Date: March 4, 1994



Agent Authorized to Accept Service on Behalf of Above-signed Party:

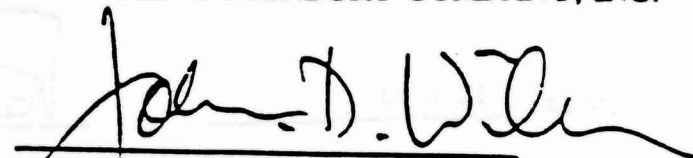
Name: Risa E. Weinstock, Sr. Counsel
Title: Risa E. Weinstock, Sr. Counsel
Address: Phillips Electronics North America Corp. 100 East 42nd St.
Tel. Number: (212) 850-5232 NY, NY 10017

THE UNDERSIGNED PARTY enters into this Consent Decree in the manner of

United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR JOHN DUSENBURY COMPANY, INC.

Date: February 28, 1994



JOHN WILKES, President
220 Franklin Road
Randolph, New Jersey 07869

Agent Authorized to Accept Service on Behalf of Above-signed Party:

KELLEY DRYE & WARREN
Attorneys for John Dusenbury Company, Inc.
5 Sylvan Way
Parsippany, New Jersey 07054
(201) 539-0099

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDWG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR KDI/triangle Electronics, Inc.

Date: 12/6/93

Paul E. Finer, President

Paul E. Finer, President

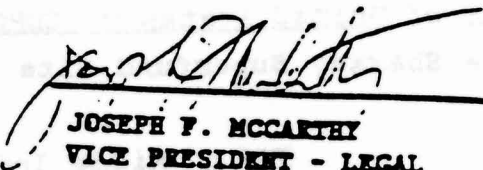
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: _____
Address: 28 West State Street, Trenton, NJ 08608
Tel. Number: 609 - 396 - 9400

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR K-H CORPORATION ON BEHALF OF MAGOR CAR

Date: DECEMBER, 1993


JOSEPH F. MCCARTHY
VICE PRESIDENT - LEGAL
38481 HURON RIVER DR.
ROMULUS, MI 48174

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: LEONARD F. CHARLA, ESQ.
Title: RUTZEL LONG
Address: 150 W. JEFFERSON, SUITE 900, DETROIT, MI 48226
Tel. Number: 313-225-7016

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site

FOR Kidde Industries, COMPANY, INC.

Date: 3 / 3 / 94

George E. MacLean

George E. MacLean
Vice President and Associate
General Counsel
99 Wood Avenue So.
Iselin, NJ 08830

Agent Authorized to Accept Service on Behalf of
Above-Signed Party:

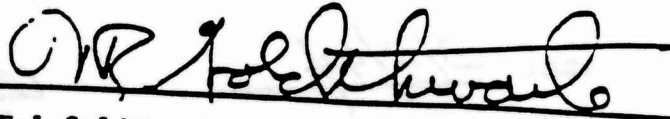
Name: Eric J. Nemeth, Esq.
Title: Bressler, Amery & Ross - Counsel
Address: 325 Columbia Turnpike, Florham Park, NJ 07932
Tel. Number: 201- 514- 1200

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

*/

FOR METEM CORPORATION COMPANY, INC.

Date: February 7, 1994



duVal Goldthwaite
Chief Executive Officer
700 Parsippany Road
Parsippany, NJ 07055

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type]
Title: LYNN R. GOLDTHWAITE, Esq., Attorney for METEM CORPORATION
Address: 100 Rte. 46 East, Building A, Mountain Lakes, NJ 07046
Tel. Number: 201/402-525

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. COMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR NICHOLAS ENTERPRISES, INC.

Date:

3/4/94

Gerard M. Giordano
PRESIDENT

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Gerard M. Giordano

Title: Attorney

Address: Cole. Schottz, et al., 25 Main Street, Hackensack, NJ 07601

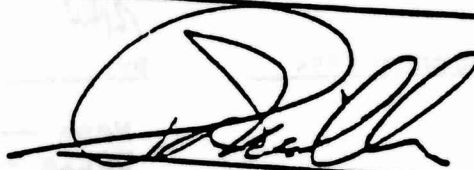
Tel. Number: (201) 480-3000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

*/

FOR PFIZER INC

Date: 11/24/93



PAUL S. MILLER
Senior Vice-President and General Counsel
235 E. 42nd Street
New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Merrill Fliederbaum, Esq.
Title: Assistant Corporate Counsel
Address: Pfizer Inc, 235 E. 42nd St., New York, NY 10017
Tel. Number: (212) 573-1430

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR Ravonier Inc. (Formerly ITT Rayonier, Inc.)

Date: 28 February 1994

By: 

Name -- Ronald M. Gross
Title -- President
Address -- 1177 Summer Street
Stamford, CT 06904

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William E. Markey, Jr.
Title: Director, Risk Management
Address: 1177 Summer Street, Stamford, CT 06904
Tel. Number: (203) 964-4666

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Rowe International, Inc.

Date: 30 November 1993



Executive Vice President & Chief
Financial Officer

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark E. Newell, Esq.

Title: Attorney

Address: Latham & Watkins, 1001 Pennsylvania Ave, NW, #1300, Washing::

Tel. Number: 202-637-2200

DC 20004

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. COMG REALTY CO., et al., relating to the Sharky Superfund Site.

FOR SAFETY LIGHT CORPORATION, INC.

Date: _____

Kathy D. Fishel 2/4/94

KATHY D FISHEL
SECRETARY
SAFETY LIGHT CORP.

Charles R. White

CHARLES R. WHITE
President
4150-A Old Berwick Road
Bloomsburg, Pa. 17815


Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: HANNOCH WEISMAN
Title: Attorneys
Address: 4 Becker Farm Road, Roseland, NJ 07068
Tel. Number: 201/535-5300

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR SANDOZ PHARMACEUTICALS CORPORATION
AND ITS PREDECESSORS, AND THEIR
PARENTS AND AFFILIATES UNDER COMMON
OWNERSHIP OR CONTROL

Date: JANUARY 25, 1994


MICHAEL McGRANE
ASSOCIATE GENERAL COUNSEL


Agent Authorized to Accept Service on Behalf of Above-
signed Party:

HERBERT J BRENNAN, ESQ.
VICE PRESIDENT LEGAL AFFAIRS,
SECRETARY, AND GENERAL COUNSEL
SANDOZ PHARMACEUTICALS CORPORATION
59 ROUTE 10
EAST HANOVER, NJ 07936
201-503-7500

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CDMG REALTY CO., et al, relating
to the Sharkey Superfund Site.

FOR SCOVILL INC

Date: 12-2-93

by 
J SCOTT D. ROBBINS
C. V. P.

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Charles Perry
Title: Clinton S. Williams
Address: Nathan B. Plaz. Suite 4100, 600 Peachtree St, NE
Tel. Number: 404 588 4000 Atlanta, GA
30308-2216

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR The Sherwin-Williams Company

Date: 12/2/93



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Allen J. Danzig
Title: Senior Corporate Counsel
Address: 101 Prospect Ave., N.W., Cleve., OH 44115
Tel. Number: (216) 566-2482

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR WARNER-LAMBERT COMPANY

Date: Nov. 24, 1993

James C. Line
James C. Line
Vice President, Environmental Affairs
& Compliance

11-24

Agent Authorized to Accept Service on Behalf of Above-signed Party:

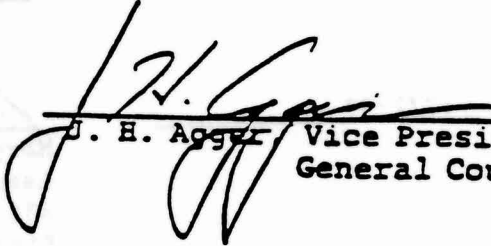
Name: Lauren A. Ferrari
Title: Counsel, Environmental and Safety
Address: 201 Tabor Road, Morris Plains, NJ 07950
Tel. Number: (201) 540-4653

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Air Products and Chemicals, Inc.

Date: 2 December 1993


J. H. Agger Vice President
General Counsel and Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Party:


Name: Stephen S. Ferrara
Title: Attorney
Address: 7201 Hamilton Boulevard/Allentown, PA 18195
Tel. Number: 215-481-7352

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR Beazer East, Inc. f/k/a Kenners Company, Inc.

Date: 12/2/93


Mary D. Wright
Assistant Secretary
436 Seventh Avenue
Pittsburgh, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: _____
Address: 28 West State Street, Trenton, NJ 08608
Tel. Number: 609-396-9400

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR The BOC Group, Inc. (Airco)

Date: December 3, 1993



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Patricia E. Fleming
Title: Assistant General Counsel
Address: 575 Mountain Avenue, Murray Hill, NJ 07974
Tel. Number: 908-771-4730

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CDMG REALTY CO., et al, relating
to the Sharkey Superfund Site.

FOR CERAMIC MAGNETICS, INC.

Date: December 3, 1993

By:


Norris E. Krall, President

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Norris E. Krall
Title: President
Address: c/o Thomas and Skinner
1120 East 23rd Street
Indianapolis, Indiana 46205
Tel. Number: 317-923-2501

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR KETCHAM & McDOUGALL

Date: Nov 26, 1993

Kenneth Seelig

KENNETH SEELIG, PRESIDENT

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John M. Simon, Esq., c/o Wolff & Samson

Title: _____

Address: 5 Becker Farm Road, Roseland, NJ 07068

Tel. Number: 201/533-6600

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR L.F. Carpenter & Company

Date: 11/24/87

[Signature]

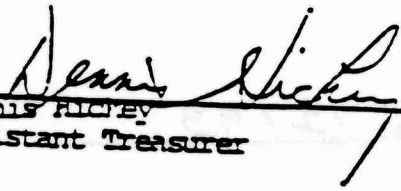
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: L.F. Carpenter
Title: Managing Director
Address: 1301 F 99th Street S.E. 3rd Floor, 011 44114
Tel. Number: (202) 252-4000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR THE MENIFEN COMPANY

Date: January 25, 1994


Dennis Hickey
Assistant Treasurer

Agent Authorized to Accept Service on Behalf of Above-signed Party:

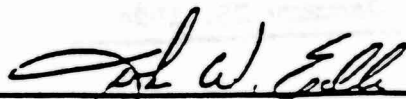
Name: Elizabeth McQuillan
Title: Division General Counsel, U.S. Company
Address: C/O Colgate-Palmolive Company, 300 Park Avenue, NY, NY 100
Tel. Number: 212-310-2834

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR NSK CORPORATION

Date: 12.1.93



John W. Ellis
Assistant Treasurer
3861 Research Park Dr
Ann Arbor, MI 48107

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David J. Blosser
Title: General Counsel
Address: 3861 Research Park Dr. P.O. Box 1507, Ann Arbor, MI
Tel. Number: (313) 761-9500 48106-1507

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR OCCIDENTAL CHEMICAL CORPORATION

Date: 11/30/93


Michael J. Rudick

Vice President & General Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Martin B. Wasser, Esq.

Name: Phillips, Nizer, Benjamin, Krim & Ballon

Title: Counsel for Occidental Chemical Corporation

Address: 31 West 52nd Street, New York, NY 10019

Tel. Number: (212) 977-9700

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CDMG REALTY CO., et al., relating
to the Sharkey Superfund Site.

FOR Sika Corporation

Date: 12/1/93

[Signature]

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Donald J. Fav, Esquire
Title: Carlin, Maddock, Fav & Cerbone, P.C.
Address: 25 Vreeland Road, P.O. Box 751, Florham Pk., NJ 07932
Tel. Number: (201) 377-3350

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v CDMG REALTY CO., et al. relating to the Sharkey Superfund Site.

HMAT ASSOCIATES, INC.

Date: March 2, 1994


Michael Luciano

Title: President

Address: 25 Joan Drive
Stanhope, New Jersey 07874

Agent authorized to Accept Service on Behalf of Above-signed
Party:

Hugh B. McCluskey
Officer
Suite 285
9 Sylvan Way
Parsippany, New Jersey 07054
(201) 326-8887

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDWG REALTY CO., et al., relating to the Sharky Superfund Site.

FOR CRANE & LORAN COMPANY, INC.
NORTH AMERICA DIV

Date: March 4, 1994

[Signature]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Jean. Claude Gilman
Title: Vice President - Industrial Affairs
Address: 14 EASTMAN ROAD - PASIPPANY - NJ. 07054 - USA
Tel. Number: (201) 894. 39 22

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CONG. ELECTRIC CO., et al., relating
to the Sharkey Superfund Site.

FOR Wagner Electric Corporation
~~CONG. ELECTRIC CO.~~

Date:

3/4/94


Vice President

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Andrew J. Perel, Esq.

Title: Rosenman & Collin

Address: 575 Madison Avenue, New York, NY 10022

Tel. Number: (212) 940-8332

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION

Date: 3/7/94

Kathy A. Stanwick
KATHY A. STANWICK
Acting Commissioner
Department of Transportation
1035 Parkway Avenue, CN 600
Trenton, New Jersey 08625-0600

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Dale Laster Lessne
Title: Deputy Attorney General
Address: Division of Law
Transportation Section
R.J. Hughes Justice Complex
25 Market Street
CN 114
Trenton, New Jersey 08625

Tel. Number: (609) 292-5958

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR

Browning-Ferris Industries of New Jersey, Inc.
COMPANY, INC.

Date: March 3, 1994

Gerald R. Berger

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name:

Title: The Corporation Trust Company

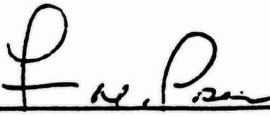
Address: 28 West State Street, Trenton, NJ 08608

Tel. Number: (609) 396-9400

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR AlliedSignal Inc.

Date: 1/14/94


Frederic M. Poses

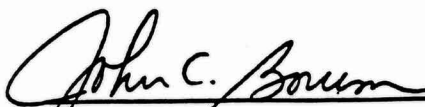
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David P. Cooke
Title: Law Department
Address: AlliedSignal Inc.
Tel. Number: (201) 455-2817

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR American Telephone and Telegraph Company (AT&T)

Date: 12/3/93



John C. Borum
Environment & Safety Engineering Vice President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. Michael Hartnett
Title: Senior Attorney
Address: 131 Morristown Road - Room E2134, Basking Ridge, NJ 07920
Tel. Number: (908) 204-8435

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Automatic Switch Company

Date: 12.1.94



J. H. Kluge, President


Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard P. Rooney
Title: Vice President and Corporate Secretary
Address: 50 Hanover Road, Florham Park, N.J. 07932
Tel. Number: (201) 966-2000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR BECTON DICKINSON AND COMPANY

Date: DEC. 3, 1993


R. P. OHLMULLER
VICE PRESIDENT & SECRETARY

Agent Authorized to Accept Service on Behalf of Above-signed Party:

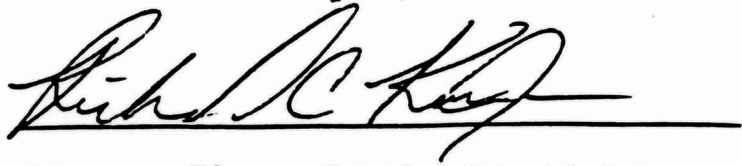
Name: R. P. OHLMULLER
Title: V. P. + SECRETARY
Address: BECTON DICKINSON & CO, 1 BECTON DRIVE, FRANKLIN LAKES, NJ
Tel. Number: (201) 847-7107

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

*/

FOR Chemical Waste Management, Inc. ~~XXXXXXXXXX~~
and its subsidiary Carl Gulick, Inc.

Date: December 1, 1993



[Name -- Please Type] Richard C. Karr
[Title -- Please Type] Remedial Project Coordinator
[Address -- Please Type] Three Greenwood Square
3329 Street Road
P.O. Box 8532
Bensalem, PA 19020-8532

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type] Pamella Goodwin, Esq.
Title: _____
Address: Saul, Ewing, Remick & Saul, State Street Sq. Plaza, Suite 1104, 50 West State St
Tel. Number: (609) 393-0057 Trenton, NJ 08068

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Ciba-Geigy Corporation ~~COMPANY XXXXX~~

*/

Date: 11/22/93

JP Richard Barth, President

[Name -- Please Type] Richard Barth

[Title -- Please Type] President

[Address -- Please Type] Ciba-Geigy Corporation
444 Saw Mill River Road
Ardsley, New York 105

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type]

Title: The Prentice-Hall Corporation System, New Jersey, Inc.

Address: 150 W. State Street, Trenton, New Jersey 08608

Tel. Number: 1-800-221-0770

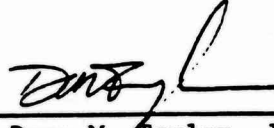
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Curtiss-Wright Corporation

Date: 12/3/93



Dana M. Taylor, Jr.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Dana M. Taylor, Jr.
Title: General Counsel
Address: Curtiss-Wright Corporation
~~XXXXXXXXXX~~ 1200 Wall Street West
Lyndhurst, N.J. 07071
Tel. Number: 201-460-8108

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Hoechst Celanese Corporation

Date: December 3, 1993

Christopher K. Iorio.

Christopher K. Iorio
Assistant Corporate Controller

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: _____
Address: 28 West State Street, Trenton, NJ 08608
Tel. Number: 609-396-9400

May only be presented if at least 85% by volume of parties on the last allocation spreadsheet are similarly committed and if Parsippany Troy Hills is also committed on terms satisfactory to our defense group or its authorized representatives.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR HOSOKAWA MICRON INTERNATIONAL INC.

Date: 3-4-94



William J. Brennan
Senior Vice President - Administration
780 Third Avenue
New York NY 10017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

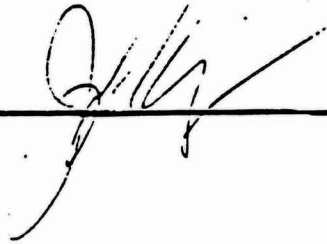
Name: Simon H. Baker, ESO.
Title: Vice President
Address: 780 Third Avenue, New York, NY 10017
Tel. Number: (212) 826-3830

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR Industrial Circuits COMPANY, INC.

Date: March 4, 1994



Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Risa H. Weinstock, Sr. Counsel
Title: _____
Address: Philips Electronics North America Corp. 100 East 42nd St.
Tel. Number: (212) 850-5232 NY, NY 10017

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR JOHN DUSENBURY COMPANY, INC.

Date: February 28, 1994



JOHN WILKES, President
220 Franklin Road
Randolph, New Jersey 07869

Agent Authorized to Accept Service on Behalf of Above-signed Party:

KELLEY DRYE & WARREN
Attorneys for John Dusenbury Company, Inc.
5 Sylvan Way
Parsippany, New Jersey 07054
(201) 539-0099

UNRECORDED PARTY given into the Court Book in the name of

WILLIAM J. B. B. B.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR KDI/triangle Electronics, Inc.

Date: 12/6/93

Paul E. Finer, President

Paul E. Finer, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____
Title: _____
Address: _____
Tel. Number: _____

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNIVERSITY OF CHICAGO PRESS

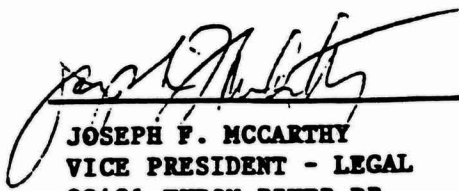
CHICAGO, ILL. 60607

U.S. POSTAGE PERMIT NO. 1000 CHICAGO, ILL.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR K-H CORPORATION ON BEHALF OF MAGOR CAR

Date: DECEMBER , 1993


JOSEPH F. MCCARTHY
VICE PRESIDENT - LEGAL
38481 HURON RIVER DR.
ROMULUS, MI 48174

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: LEONARD F. CHARLA, ESQ.
Title: BUTZEL LONG
Address: 150 W. JEFFERSON, SUITE 900, DETROIT, MI 48226
Tel. Number: 313-225-7016

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site

FOR Kidde Industries, ~~COMPANY,~~ INC.

Date: 3 / 3 / 94

George H. MacLean

George H. MacLean
Vice President and Associate
General Counsel
99 Wood Avenue So.
Iselin, NJ 08830

Agent Authorized to Accept Service on Behalf of
Above-Signed Party:

Name: _____
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR LESLIE CONTROLS COMPANY, INC.

Date: Dec 3, 1993

Robert T. McLaurin

Robert T. McLaurin
Corporate Vice President Manufacturing
P. O. Box 6431
Franklin, NH 03235

Agent Authorized to Accept Service on Behalf of Above-signed Party:


Name: _____
Title: _____
Address: _____
Tel. Number: _____

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

*/ FOR METEM CORPORATION COMPANY, INC.

Date: February 7, 1994


duVal Goldthwaite
Chief Executive Officer
700 Parsippany Road
Parsippany, NJ 07055

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type]
Title: LYNN R. GOLDTHWAITE, Esq., Attorney for METEM CORPORATION
Address: 100 Rte. 46 East, Building A, Mountain Lakes, NJ 07046
Tel. Number: 201/402-525

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

SENT BY ROSENMAN & COLIN 1 3 4-84 112:48PM INTELLECTUAL PROP. 20188212871# 2

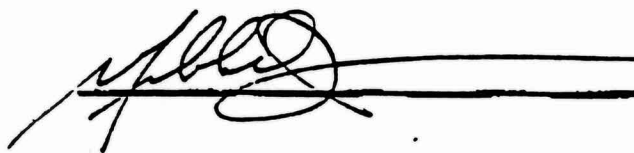
MAR-01-1994 09:44 FROM

TO 04288#50501#9408776 P.04

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR NESOLWAY Corp. COMPANY, INC.

Date: 4 MARCH 1994



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Andrew J. Perel, Esq.

Title: _____

Address: Rosenman & Colin - 575 Madison Ave., NY, NY 10022

Tel. Number: (212) 940-940-6332

DIV OF LAW/TRANS SEC TEL No.609-292-5649

Mar 7.94 10:06 No.005 P.02

- 91 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. COMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION

Date: 3/7/94

Kathy A. Stanwick
KATHY A. STANWICK
Acting Commissioner
Department of Transportation
1035 Parkway Avenue, CN 600
Trenton, New Jersey 08625-0600

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Dale Laster Lesene
Title: Deputy Attorney General
Address: Division of Law
Transportation Section
R.J. Hughes Justice Complex
25 Market Street
CN 114
Trenton, New Jersey 08625
Tel. Number: (609) 292-5958

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR NICHOLAS ENTERPRISES, INC.

Date:

3/4/94

Joseph M. Schotz
PRESIDENT

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Gerard M. Giordano

Title: Attorney

Address: Cole, Schotz, et al., 25 Main Street, Hackensack, NJ 07601

Tel. Number: (201) 489-3000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

*/

FOR PFIZER INC

Date: 11/24/93



PAUL S. MILLER
Senior Vice-President and General Counsel
235 E. 42nd Street
New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Merrill Fliederbaum, Esq.
Title: Assistant Corporate Counsel
Address: Pfizer Inc, 235 E. 42nd St., New York, NY 10017
Tel. Number: (212) 573-1430

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Rayonier Inc. (Formerly ITT Rayonier, Inc.)

Date: 28 February 1994

By: *RMG*

Name -- Ronald M. Gross
Title -- President
Address -- 1177 Summer Street
Stamford, CT 06904

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William E. Markey, Jr.
Title: Director, Risk Management
Address: 1177 Summer Street, Stamford, CT 06904
Tel. Number: (203) 964-4666


*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Rowe International, Inc.

Date: 30 November 1993


Samuel J. Saff
Executive Vice President & Chief
Financial Officer

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark E. Newell, Esq.

Title: Attorney

Address: Latham & Watkins, 1001 Pennsylvania Ave, NW, #1300, Washington

Tel. Number: 202-637-2200

DC 20004

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNIVERSITY OF CHICAGO PRESS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al., relating to the Sharkey Superfund Site.

FOR SAFETY LIGHT CORPORATION, INC.

Date: _____

Kathy D. Fishel 2/4/94
KATHY D FISHEL
SECRETARY
SAFETY LIGHT CORP.

Charles R. White

CHARLES R. WHITE
President
4150-A Old Berwick Road
Bloomsburg, Pa. 17815

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: HANNOCH WEISMAN
Title: Attorneys
Address: 4 Becker Farm Road, Roseland, NJ 07068
Tel. Number: 201/535-5300

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR SANDOZ PHARMACEUTICALS CORPORATION
AND ITS PREDECESSORS, AND THEIR
PARENTS AND AFFILIATES UNDER COMMON
OWNERSHIP OR CONTROL

Date: JANUARY 25, 1994



MICHAEL MCGRANE
ASSOCIATE GENERAL COUNSEL

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

HERBERT J BRENNAN, ESQ.
VICE PRESIDENT LEGAL AFFAIRS,
SECRETARY, AND GENERAL COUNSEL
SANDOZ PHARMACEUTICALS CORPORATION
59 ROUTE 10
EAST HANOVER, NJ 07936
201-503-7500

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR SCOVILL INC

Date: 12-4-93 by [Signature]
J. SCOTT D. ROBBINS
C.V.P.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Charles Perry
Title: Huntton & Williams
Address: Nation Bank Plaza, Suite 4100, 600 Peachtree St, NE
Tel. Number: 404 588 4000 Atlanta, GA
30308-2216

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

NOTES: The following are the names of the persons who have been named in the above report.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR The Sherwin-Williams Company

Date: 12/2/93



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Allen J. Danzig
Title: Senior Corporate Counsel
Address: 101 Prospect Ave., N.W., Cleve., OH 44115
Tel. Number: (216) 566-2482

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

SENT BY: LAW DEPARTMENT

: 3-4-94 : 1:42PM : COOPER INDUSTRIES-

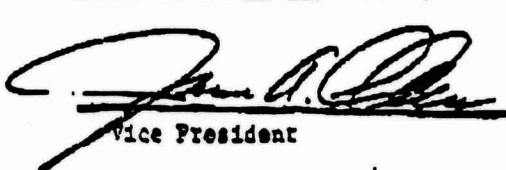
Rosenman & Colin: # 2/ 2

MAR-21-1994 09:44 FROM

TO 84284W3850175438776 P.04

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. COMB VALLEY CO., et al., relating
to the Sharkey Superfund Site.

for Wagner Electric Corporation

Date: 3/4/94
Vice President

Agent Authorized to Accept Service on Behalf of
Above-Signed Party:

Name: ANDREW J. PEREL, Esq.
Title: CO ROSENMAN + COLIN
Address: 55 MADISON AVE NY NY 10019
Tel. Number: (212) 940-6332

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR WARNER-LAMBERT COMPANY

Date: Nov. 29, 1993

James C. Lime
James C. Lime
Vice President, Environmental Affairs
& Compliance

H/ 11-24-93

Agent Authorized to Accept Service on Behalf of Above-signed Party:

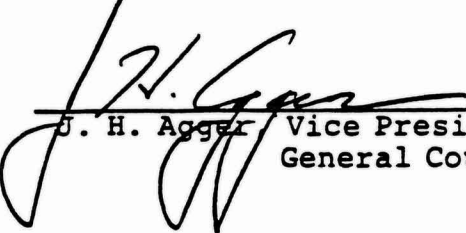
Name: Lauren A. Ferrari
Title: Counsel, Environmental and Safety
Address: 201 Tabor Road, Morris Plains, NJ 07950
Tel. Number: (201) 540-4653

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Air Products and Chemicals, Inc.

Date: 2 December 1993



J. H. Agger Vice President
General Counsel and Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Party:


Name: Stephen S. Ferrara
Title: Attorney
Address: 7201 Hamilton Boulevard/Allentown, PA 18195
Tel. Number: 215-481-7352

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Beazer East, Inc. f/k/a Koppers Company, Inc.

Date: 12/2/93


Mary D. Wright
Assistant Secretary
436 Seventh Avenue
Pittsburgh, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: _____
Address: 28 West State Street, Trenton, NJ 08608
Tel. Number: 609-396-9400

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR The BOC Group, Inc. (Airco)

Date: December 3, 1993



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Patricia E. Fleming
Title: Assistant General Counsel
Address: 575 Mountain Avenue, Murray Hill, NJ 07974
Tel. Number: 908-771-4730

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CDMG REALTY CO., et al, relating
to the Sharkey Superfund Site.

FOR CARBONE LORRAINE NORTH AMERICA

Date: Feb 4, 1994


Jean. Claude GILBERT

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Pat Baird - COVINGTON and BURLING
Title: _____
Address: 1201 PENNSYLVANIA AVENUE N.W
Tel. Number: (202) 662 53 58

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR CERAMIC MAGNETICS, INC.

Date: December 3, 1993

By: 

Norris E. Krall, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Norris E. Krall

Title: President

Address: c/o Thomas and Skinner

1120 East 23rd Street

Indianapolis, Indiana 46205

Tel. Number: 317-923-2501

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

MEMORANDUM FOR THE RECORD

1

2

11

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR KETCHAM & McDOUGALL

Date: NOV 26, 1993

Kenneth Seelig
KENNETH SEELIG, PRESIDENT

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John M. Simon, Esq., c/o Wolff & Samson
Title: _____
Address: 5 Becker Farm Road, Roseland, NJ 07068
Tel. Number: 201/533-6600

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR L.F. Carpenter & Company

Date: 11/24/93

Richard E. Hahn

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard E. Hahn
Title: Senior Associate Counsel
Address: 1301 F 9th Street, Suite 3600 Cleveland, OH 44114
Tel. Number: (216) 559-4040

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR THE MENIFN COMPANY

Date: January 25, 1994


Dennis Hickey
Assistant Treasurer

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Elizabeth McQuillan

Title: Division General Counsel, U.S. Company

Address: c/o Colgate-Palmolive Company, 300 Park Avenue, NY, NY 1002

Tel. Number: 212-310-2834

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR NSK CORPORATION

Date: 12-1-93



John W. Ellis
Assistant Treasurer
3861 Research Park Dr
Ann Arbor, MI 48107

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David J. Blosser
Title: General Counsel
Address: 3861 Research Park Dr. P.O. Box 1507, Ann Arbor, MI
Tel. Number: (313) 761-9500 48106-1507

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. CONG REALTY CO., et al., relating
to the Sharkey Superfund Site.

FOR ROCKLAND CORPORATION COMPANY, INC.

Date: February 7, 1994



[Name -- Please Type] John R. Wittpenn
[Title -- Please Type] President
[Address -- Please Type] 686 Passaic Ave
West Caldwell, N.J.

07007

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: [Please Type] John R. Wittpenn
Title: _____
Address: _____ President
Tel. Number: _____ 686 Passaic Ave
West Caldwell, N.J. 07007
(201) 575-1322

*/ A separate signature page must be signed by each corporation,
individual or other legal entity that is settling with the
United States.

United States et. al. v. CONG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR OCCIDENTAL CHEMICAL CORPORATION

Date: 11/30/93



Michael J. Rudick
Vice President & General Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Martin B. Wasser, Esq.

Name: Phillips, Nizer, Benjamin, Krim & Ballon

Title: Counsel for Occidental Chemical Corporation

Address: 31 West 52nd Street, New York, NY 10019

Tel. Number: (212) 977-9700

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

FOR Sika Corporation

Date: 12/1/93

[Signature]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Donald J. Fay, Esquire
Title: Carlin, Maddock, Fay & Cerbone, P.C.
Address: 25 Vreeland Road, P.O. Box 751, Florham Pk., NJ 07932
Tel. Number: (201) 377-3350

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

Township of Parsippany-Troy Hills
FOR A Municipal Corporation of the State of New Jersey

Date: 3-4-94

Attest:

Judith I. Silver
Judith I. Silver
Township Clerk

Mayor Frank B. Priore
[Name -- Please Type] 1001 Parsippany Blvd.
[Title -- Please Type] Parsippany, NJ 070054
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____ [Please Type]
Title: _____
Address: _____
Tel. Number: _____

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

United States et. al. v. CDMG et. al.
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. CDMG REALTY CO., et al, relating to the Sharkey Superfund Site.

HMAT ASSOCIATES, INC.

Date: March 2, 1994



Michael Luciano

Title: President

Address: 25 Joan Drive

Stanhope, New Jersey 07874

Agent authorized to Accept Service on Behalf of Above-signed
Party:

Hugh B. McCluskey

Officer

Suite 285

9 Sylvan Way

Parsippany, New Jersey 07054

(201) 326-8887

